

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment to IPSA

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spencer Gifts LLC		08/22/2013	LIMITED LIABILITY COMPANY: DELAWARE
Spirit Halloween Superstores LLC		08/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	One Boston Place, 18th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02106
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	4018793	BLACK LABEL
Registration Number:	4015765	BOOBIES MAKE ME SMILE
Registration Number:	4122689	HOTT LOVE EXTREME
Registration Number:	3993906	HOTT LOVE EXTREME
Registration Number:	4336248	LASER WAVE
Registration Number:	4147950	PIERCED NATION
Registration Number:	4064781	PLEASURE BOUND
Registration Number:	4333116	POWER WAND
Registration Number:	4234943	SECRET SENSATIONS
Registration Number:	4284595	SPENCER'S
Registration Number:	4181800	SPENCER'S
Registration Number:	4185515	SPIRIT

OP \$415.00 4018793

Registration Number:	4280816	SPIRIT NYC
Registration Number:	4369510	SUPER SKINS
Registration Number:	4076106	SWEET LICKS
Registration Number:	3989357	SWEET RUBS

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2023704761  
 Email: tfahey@nationalcorp.com  
 Correspondent Name: Thomas Fahey  
 Address Line 1: 1025 Vermont Avenue NW, Suite 1130  
 Address Line 2: National Corporate Research, Ltd.  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F146095
NAME OF SUBMITTER:	Janet S. Wamsley
Signature:	/Janet S. Wamsley/
Date:	08/23/2013

Total Attachments: 10  
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**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "First Amendment") is made as of August 22, 2013, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), and (b) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

**WITNESSETH:**

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of September 28, 2010 (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement") with, among others, (i) the Borrowers, (ii) the Facility Guarantors named therein, (iii) the Revolving Credit Lenders named therein, and (iv) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as Administrative Agent and Collateral Agent for the Secured Parties named therein and as SwingLine Lender; and

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement, dated as of September 28, 2010 (as amended, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement"), by and among the Borrowers and the Collateral Agent, pursuant to which, among other things, the Borrowers granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, the Borrowers have advised the Collateral Agent that certain of the Borrowers have acquired additional IP Collateral;

WHEREAS, the Borrowers and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Loan Agreement (as applicable).
2. Amendments to IP Security Agreement.
  - (a) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT A** thereto by adding to such **EXHIBIT A** the **EXHIBIT A-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Copyrights and

Copyright Licenses described on such **EXHIBIT A-1** (collectively, the “New Copyrights”). For purposes of clarity, such **EXHIBIT A-1** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement.

(b) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT B** thereto by adding to such **EXHIBIT B** the **EXHIBIT B-1** annexed hereto, and the IP Collateral described in Section 2(b) of the IP Security Agreement shall be deemed to include the Patents and Patent Licenses described on such **EXHIBIT B-1** (collectively, the “New Patents”). For purposes of clarity, such **EXHIBIT B-1** shall be deemed to supplement, rather than replace, **EXHIBIT B** annexed to the IP Security Agreement.

(c) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-1** (collectively, the “New Trademarks”, and together with the New Copyrights and the New Patents, collectively, the “New IP”). For purposes of clarity, such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.

3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by such Borrower to the Collateral Agent (for the ratable benefit of the Secured Parties) under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Liabilities, each Borrower hereby grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of such Borrower in and to the New IP, together with all of such Borrower’s assets of the type described in clauses (d), (e), (f), (g) and (h) of Section 2 of the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the “New IP Collateral”).

4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Borrower hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Borrower hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Liabilities.

5. Miscellaneous.

(a) This First Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. An

executed facsimile or electronic copy of this First Amendment shall be effective for all purposes as an original hereof.

- (b) The IP Security Agreement, as amended by this First Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- (c) Any determination that any provision of this First Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this First Amendment.
- (d) This First Amendment and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, the Borrowers and the Collateral Agent have caused this First Amendment to be executed by their duly authorized officers as of the date first above written.

**BORROWERS:**

SPENCER GIFTS LLC

By: Spencer Spirit Holdings, Inc., its Sole Member

By: 

Name: Isaac M. Silvera

Title: Chief Operating Officer and Chief Financial Officer

SPIRIT HALLOWEEN SUPERSTORES LLC

By: Spencer Gifts LLC, its Sole Member

By: Spencer Spirit Holdings, Inc., its Sole Member

By: 


Name: Isaac M. Silvera

Title: Chief Operating Officer and Chief Financial Officer

Signature Page to First Amendment to Intellectual Property Security Agreement

**COLLATERAL AGENT:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION (as successor by merger to Wells  
Fargo Retail Finance, LLC)

By: 

Name: Matthew N. Williams

Title: Managing Director

Signature Page to First Amendment to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005097 FRAME: 0102**

## SCHEDULE I

### Borrowers

Spencer Gifts LLC, a Delaware limited liability company

Spirit Halloween Superstores LLC, a Delaware limited liability company

Schedule I to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005097 FRAME: 0103**



**EXHIBIT A-1**

**Supplemental List of Copyrights and Copyright Licenses**

**Copyright Registrations and Applications**

None.

**Copyright Licenses**

None.

**EXHIBIT B-1**

**Supplemental List of Patents and Patent Licenses**

**Patents and Patent Applications**

None.

**Patent Licenses**

None.

## EXHIBIT C-1

### Supplemental List of Trademarks and Trademark Licenses

#### **Trademark Registrations and Applications**

<b>Borrower</b>	<b>Trademark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Spencer Gifts LLC	Black Label	United States	85219755	4018793	8/30/2011
Spencer Gifts LLC	Boobies Make Me Smile	United States	85228816	4015765	8/23/2011
Spencer Gifts LLC	Hott Love Extreme	United States	85198688	4122689	4/3/2012
Spencer Gifts LLC	Hott Love Extreme	United States	85201761	3993906	7/12/2011
Spencer Gifts LLC	Laser Wave	United States	85648245	4336248	5/14/2013
Spencer Gifts LLC	Pierced Nation	United States	85413673	4147950	5/22/2012
Spencer Gifts LLC	Pleasure Bound	United States	85249357	4064781	11/29/2011
Spencer Gifts LLC	Power Wand	United States	85693426	4333116	5/7/2013
Spencer Gifts LLC	Secret Sensations	United States	85380003	4234943	10/30/2012
Spencer Gifts LLC	Spencer's	United States	85236708	4284595	2/5/2013
Spencer Gifts LLC	Spencer's	United States	85304804	4181800	7/31/2012
Spencer Gifts LLC	Spirit	United Kingdom	2604403	2604403	3/9/2012
Spencer Gifts LLC	Spirit Grim Reaper Logo	United States	85462479	4185515	8/7/2012
Spencer Gifts LLC	Spirit Halloween	United Kingdom	2604407	2604407	3/9/2012
Spencer Gifts LLC	Spirit Halloween Superstores	United Kingdom	2604409	2604409	3/9/2012
Spencer Gifts LLC	Spirit NYC	United States	85601332	4280816	1/22/2013
Spencer Gifts LLC	Super Skins	United States	85549090	4369510	7/16/2013
Spencer Gifts LLC	Sweet Licks	United States	85172119	4076106	12/27/2011
Spencer Gifts LLC	Sweet Rubs	United States	85172122	3989357	7/5/2011

#### **Trademark Licenses**

1. None

## Internet Domain Names

Domain Name	Country	Registrar	Registration Date	Expiration Date
<a href="http://evilowen.com">evilowen.com</a>	United States	NetNam	6/28/2006	6/28/2012
<a href="http://halloweenheadquarter.com">halloweenheadquarter.com</a>	United States	NetNam	10/18/2005	10/18/2011
<a href="http://spencer-gifts.net">spencer-gifts.net</a>	United States	NetNam	3/31/2010	3/31/2012
<a href="http://spirithalloween.co.uk">spirithalloween.co.uk</a>	United Kingdom	NetNam	11/10/2011	11/10/2013
<a href="http://spirithalloweennewyorkcity.com">spirithalloweennewyorkcity.com</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spirithalloweennewyorkcity.net">spirithalloweennewyorkcity.net</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spirithalloweennewyorkcity.org">spirithalloweennewyorkcity.org</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spirithalloweennyc.com">spirithalloweennyc.com</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spirithalloweennyc.net">spirithalloweennyc.net</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spirithalloweennyc.org">spirithalloweennyc.org</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spirithalloweenonline.co.uk">spirithalloweenonline.co.uk</a>	United Kingdom	NetNam	11/10/2011	11/10/2013
<a href="http://spirithalloweenstore.com">spirithalloweenstore.com</a>	United States	NetNam	12/22/2005	12/22/2014
<a href="http://spirithalloweenstore.net">spirithalloweenstore.net</a>	United States	NetNam	8/31/2011	8/31/2013
<a href="http://spirithalloweenstoreandcostumes.com">spirithalloweenstoreandcostumes.com</a>	United States	NetNam	10/4/2010	10/4/2012
<a href="http://spirithalloweensuperstores.co.uk">spirithalloweensuperstores.co.uk</a>	United Kingdom	NetNam	11/10/2011	11/10/2013
<a href="http://spiritnewyorkcity.com">spiritnewyorkcity.com</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spiritnewyorkcity.net">spiritnewyorkcity.net</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spiritnewyorkcity.org">spiritnewyorkcity.org</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spiritnyc.net">spiritnyc.net</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spiritnyc.org">spiritnyc.org</a>	United States	NetNam	4/16/2012	4/16/2014
<a href="http://spiritofchildren.org.uk">spiritofchildren.org.uk</a>	United Kingdom	NetNam	11/10/2011	11/10/2013
<a href="http://zombiebabies.co.uk">zombiebabies.co.uk</a>	United Kingdom	NetNam	11/10/2011	11/10/2013